



## Limited Warranty

Milgard Moving Glass Wall Systems

Effective for Products purchased on or after August 1, 2017

### LIMITED WARRANTY:

Milgard Manufacturing, Incorporated ("Milgard") provides the following limited warranty to the original residential or commercial purchaser of its multi-slide doors including, without limitation, stacking, bi-folding and pocket doors (the "Products"):

- Workmanship and Materials: each Product shall be free of defects for a period of ten (10) years from the date of shipment.
- Insulating Glass Units: insulating glass units included with each Product shall be free from any significant obstruction to vision due to film, dust or moisture collection on the interior glass surfaces resulting from failure of the seal, or due to defects in workmanship or material for the life of the product.

This warranty is not transferrable to subsequent owners.

### REMEDY:

Milgard will, with respect to any Products that are found to be defective in materials or workmanship during the applicable warranty period, at its option, either provide the replacement parts necessary to make the repairs, without charge, or refund the purchase price. **In no event shall Milgard be responsible for the cost of labor or installation for either the original or replacement parts, or for any other incidental costs related thereto.**

### NO WARRANTY BEYOND ORIGINAL WARRANTY TERM:

The warranty period for any replacement parts will extend only for the balance of the warranty period of the defective original Product.

### LIMITATIONS:

THE ABOVE LIMITED WARRANTY AND REMEDY ARE THE EXCLUSIVE WARRANTY AND REMEDY OF MILGARD WITH RESPECT TO THE PRODUCTS. MILGARD DOES NOT MAKE ANY OTHER WARRANTY OF ANY KIND, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. **IN NO EVENT WILL MILGARD BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY.** In the event state law precludes exclusion or limitation of implied warranties, the duration of any such implied warranty and the time and manner of presenting any claim thereon shall be the same as that provided in the express limited warranty stated herein. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### EXCLUSIONS:

This limited warranty shall be void under the following conditions:

- If the Product is altered, damaged or abused by others
- If the Product is not installed in accordance with Milgard's recommended installation instructions
- If the Product is subjected to stresses resulting from movement of the building or foundations
- If any type of decorative art glass is sealed between the panes

Additionally, this limited warranty does not cover (and accordingly, no warranty is provided with respect to) damages or defects resulting from:

- The application of customer applied finishes, or if coatings or films have been applied after manufacture
- Broken, shattered, cracked or damaged glass



- Improper storage or failure to properly maintain the Products in accordance with Milgard's care and maintenance instructions\*
- Failure to properly design and construct a drainage system to prevent accumulation of moisture or water onto the edges
- Stress resulting from localized application of heat causing excessive temperature differentials over the glass surfaces or edges
- Excessive vibration or a movement of the building or foundations
- High humidity resulting from sources, such as pools, steam rooms or saunas
- Installation in a high altitude application without capillary tubes or has capillary tubes but was not installed in a high altitude application

This limited warranty does not cover:

- Minor imperfections in glass that do not affect the Product's structural integrity or materially obscure vision
- Normal wear and tear including, but not limited to, natural weathering of finished surfaces and acts of nature (e.g. fire, hurricane, etc.)
- Condensation (moisture or ice forming on the surface of the glass or frame) or damage as a result of condensation, except to the extent such condensation or damage from such condensation is caused by a failure of the seal
- Products that are installed in a home that has a non-drainable EIFS or DEFS siding product

#### **DISCLAIMER OF CERTAIN LOSSES AND DAMAGES FOR PRODUCTS WITH FLUSH SILLS**

Certain of the Products have sills that are flush with the ground. For such Products, there is a risk that water will penetrate the sill and enter the interior of the home. This could (i) lead to water damage to interior floors, walls, furniture and other possessions and (ii) cause interior floors to be slick, leading to slips and/or falls in the home. MILGARD HEREBY DISCLAIMS, AND PURCHASER HEREBY ASSUMES THE RISK ASSOCIATED WITH, ANY AND ALL LOSSES AND DAMAGES TO PERSONS OR PROPERTY CAUSED BY OR RELATING TO WATER THAT HAS ENTERED THE HOME UNDER, THROUGH OR ABOVE THE SILL.

#### **SUBMISSION OF CLAIMS:**

Claims under this limited warranty must be made as soon as practicable after discovery of the defect and within the applicable warranty period. To submit a claim and obtain service under this limited warranty, contact us at 1-800-Milgard or access Milgard's website at [www.milgard.com](http://www.milgard.com). Please keep this warranty certificate for your files. No distributor, dealer or representative of Milgard has the authority to change or modify this warranty, either orally or in writing, in any respect. In the event Milgard determines to deviate from any of the conditions of this limited warranty, it shall only be construed as a temporary waiver and standard conditions will apply to future claims. This limited warranty is effective for all Products purchased on or after August 1, 2017.

\* Care & Maintenance instructions are attached.